

ARTICLES
OF
AGREEMENT
AND
WORKING RULES

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3,000 workers

58 pp.



LOCAL UNION No. 58
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS



SOUTHEASTERN MICHIGAN CHAPTER,
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION, INC.

June 17, 2001–June 26, 2004



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NATIONAL ELECTRICAL
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AGREEMENT

Agreement by and between the Southeastern Michigan Chapter, NECA, Incorporated and Local Union 58, IBEW.

It shall apply to all firms who sign a Letter of Assent to be bound this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Southeastern Michigan Chapter, NECA, Incorporated and the term "Union" shall mean Local Union 58, IBEW.

The term "Employer" shall mean an individual firm, which has been recognized by an assent to this Agreement.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the electrical industry. A working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense and amicable methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

PARTIES-DATES-AMENDING

Sec. 1. EFFECTIVE DATES. This Agreement shall take effect on July 17, 2001, and shall remain in effect until June 26, 2004, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July 1 through June 30 of each year, unless changed or terminated in the way provided herein.

Sec. 2. NOTICE OF OPENING. (A) Either party desiring change or terminate this Agreement must notify the other in writing least ninety (90) days prior to the anniversary date.

(B) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

(C) The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(D) In the event that either party has given a timely notice of proposed changes and an agreement has not been reached by the anniversary date to renew, modify or extend this agreement or to submit the unresolved issues to the Council on Industrial Relations, either party may serve the other a ten (10) day written notice terminating this agreement. The terms and conditions of this agreement shall remain in full force and effect until the expiration of the ten (10) day period.

(E) By mutual agreement only, the parties may jointly submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decision shall be final and binding on all parties hereto.

Sec. 3. AMENDMENT MUTUALLY AGREED. This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW and the National Office of NECA for approval, the same as this Agreement.

GRIEVANCES - DISPUTES

LABOR-MANAGEMENT COMMITTEE

Sec. 4. WORK STOPPAGE. During the term of this Agreement there shall be no stoppage of work either by strike or lockout because

of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

(A) There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employer. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall elect its own Chairman and Secretary.

(B) All grievances or questions in dispute arising out of this Agreement shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

(C) All matters coming before the Labor-Management Committee shall be decided by majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

(D) Should the Labor-Management Committee fail to agree or adjust any matter, such may be submitted jointly or unilaterally by the parties to this Agreement to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decision shall be final and binding on both parties hereto.

Sec. 5. When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matter arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

ARTICLE II

Sec. 1. JOINT BARGAINING COMMITTEE. There shall be Joint Bargaining Committee composed of three (3) representing the Union and three (3) representing the Employers. It shall be the responsibility of this Committee to negotiate any agreement and/or amendments to existing agreements.

Sec. 2. EXPENSES-COMMITTEE. Any proper expenses incurred by the Joint Bargaining Committee, or to the Labor-Management Committee, shall be borne equally by the parties hereto.

Sec. 3. FAVORED NATIONS CLAUSE. The Union agrees that if during the life of this Agreement it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement any better terms, or conditions than those set forth in this Agreement, such better terms or conditions shall be available to the Employer under this Agreement, and the Union shall immediately notify the employer of any such concession.

Sec. 4. NON-RESIDENT EMPLOYEES. An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four (4) bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two (2) bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as dispute and shall be processed in accordance with the provisions of the agreement for the handling of grievances with the exception that an decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, subject to review, modification, or rescission by the Council of Industrial Relations.

Sec. 5. Either party desiring to file a grievance in accordance with the provision of Article 1, Section 4, of this Agreement, must file such grievance within 21 calendar days from the time of the alleged violation. This limitation shall not be applicable to delinquencies on Fringe Benefit Funds.

ARTICLE III

EMPLOYER REQUIREMENTS AND RESPONSIBILITIES

Sec. 1. EMPLOYER REQUIREMENTS. (A) Certain qualifications, knowledge, experience and financial responsibility is required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a place of business with a telephone and a suitable financial status to meet payroll requirements and employ not less than one (1) journeyman continuously.

(B) One designated member of an electrical contracting firm may work alone on electrical maintenance and repair work, which means maintaining and repairing complete installations and does not include any alterations or additions thereto. Such designated member of a firm may also work on installations in residences, bungalows and four-apartment buildings provided he has working with him at least one other employee covered by this Agreement when performing such work. Such designated member of a firm shall perform no electrical work after the regular working hours, except emergency repair work.

(C) An employer as defined in (A) and (B) above shall not act in the capacity of a non-working foreman. However, this shall not be construed to prohibit an Employer from rendering such instructions as he may deem advisable either on or off the job site to either his supervision or employee representative.

(D) All contractors' vehicles used to transport materials and/or

workmen shall be identified with the contractor's name and business address visible and legible for a distance of fifty (50) feet on both sides of the vehicle. Such identification shall either be painted on or securely attached to the vehicle. Job site signs identifying the contractor shall also be displayed on all jobs where practical unless such signs are prohibited by the owner or his representative.

Sec. 2. EMPLOYER TOOLS. (A) The Employer shall furnish all necessary tools or equipment except the standard kit of hand tools provided by the employee. Employees shall be instructed and trained by the Employer in the use of new tools and equipment. Workmen will be held responsible for the tools or equipment issued to them, provided that the Employer furnishes the necessary lockers, toolboxes, or other safe places for storage.

(B) Foremen shall be responsible for keeping the Employers tools and equipment in good repair and free from hazardous use and to see that all tools and equipment are properly stored in a safe manner.

(C) The Employer agrees to provide a safe place for the storage of workers' tools and clothing on all jobs. He shall also, when needed and practical, provide a suitable enclosed heated area to be used for changing clothes subject to the approval of the Business Manager.

(D) When more than one shift is worked on a job, separate gang box and locks shall be used by each shift.

Sec. 3. TOOL INSURANCE OR REPLACEMENT. (A) The Employer shall be given the option of: (1) providing insurance for the loss of employee's tools and work clothes, by fire or theft, with a deductible amount and an established value in a manner in which such insurance can be purchased. The maximum insurance coverage shall be Four-Hundred Twenty-Five Dollars (\$425) per employee, with deductible of Thirty-Five Dollars (\$35), and subject to such provision as may be established by the insurance underwriters for determining proof of loss. Or, (2) replacing such tools and clothing as are lost through

either fire or theft. However, in no event, shall the Employer be required to replace tools and clothing claimed on one loss in an amount exceeding the Four Hundred Twenty Five Dollars (\$425) maximum less the Thirty-Five Dollars (\$35) deductible. The Employer shall require reasonable proof of loss. Items replaced shall be of a quality that is generally accepted by the industry and where possible shall be replaced within seventy-two (72) hours with tools or cash after the claim is filed with the Employer.

(B) In the event an employee is laid off and his tools have not been replaced or made available and/or paid for in cash within the aforesaid seventy-two (72) hour period, he shall be paid a Twenty Dollar (\$20) per working day cash penalty by the Employer for whom such employee was working.

(C) It shall not be mandatory for employees to possess all of the tools on the recommended tool list. However, they shall provide themselves with the hand tools necessary to perform their classification of work.

(D) The following list is recommended as a standard list of tools. Insurance and/or replacement shall be limited to only these items provided they have been registered with the Joint Labor-Management Committee in accordance with Article VI, Sec. 11.

Tool Box	1 Padlock w/Key	1 Tool Pouch
Tool Pouch Belt	1 Diagonal Pliers, 6"	1 Long Nose Pliers, 6"
Side Cutting Pliers, 9"	2 Channel-Lock "Pump" Pliers	1 Aviation Tin Snips, 9"
Offset Screwdriver, 4-1/2"	1 Screwdriver, 4"	1 Screwdriver, 6"
Phillips Head Screwdriver, 6"	1 Ball Pien Hammer	1 Folding Rule, 6 Ft.
Steel Tape, 10 Ft.	1 Combination Square, 12"	1 Torpedo Level
Plumb Bob	1 Cold Chisel, 3/4"	1 Tap Wrench, 1/16" - 1/4"
Adjustable Crescent Wrench, 8"	1 Socket Set 3/8" Drive	1 Allen Wrench Set, 5/64" - 3/8"
Hacksaw Frame Adjustable 8" to 10"	1 Center Punch 3/8"	1 Electricians Knife
Socket Size Fuse Puller	1 Voltage Tester 110-600 Volts	1 Sta-Kon Tool
Pocket Size Wire Stripper	1 Flashlight w/batteries	1 Scratch Awl
Chalk Box	1 Stubby Screwdriver	1 Stubby Phillips Head Screwdriver
Plastic or Fiberglass Hardhat		

(E) The Employer shall make hard hats available to all employees. The Employee shall make a \$ 6.00 deposit for said hard hat, which deposit will be returned to the employee when he returns said hard hat in good condition, except for normal wear.

Sec. 4. WORK INSURANCES (A) For all employees covered by this Agreement, regardless of the number of men employed, the Employer shall carry Worker's Compensation Insurance with a company authorized to do business in this State, and comply with payment of Federal Insurance Contributions (Social Security) and provide such other protective insurance's as may be required by law.

(B) Each Employer shall carry Worker's Unemployment Insurance regardless of the number of individuals employed, and shall for the life of this Agreement, elect to become an Employing Unit under the terms of the Michigan Employment Security Act in the regular manner prescribed by the Michigan Employment Security Commission. Employers shall furnish employees and the Joint Board of Trustees with copies of the Michigan Employment Security Commission Form 1711 on separation from employment.

(C) **COMPLIANCE REPORT.** Each Employer shall file with the office of the Local Union 58, IBEW, within sixty (60) days of consummation of this Agreement, a Certificate of Insurance carried from his insurance company, showing effective dates and insurance coverage provided.

(D) A statement shall be prepared by each individual Employee not later than February 1, of each year, showing the earnings of each individual worker employed under the terms of this Agreement during the preceding calendar year.

Sec. 5. MANAGEMENT RIGHTS. The Union understands that the Employer is responsible to perform the work required by the owner. The Employer shall therefore have no restrictions, except those specifically provided for in the collective bargaining agreement.

planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the local union's geographical jurisdiction, in determining the need and number as well as the person who will act as foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

ARTICLE IV

FOREMEN

Sec. 1. **SELECTION.** If, in the judgment of the Employer, a foreman should be required on a work project, he shall be selected by and be an agent of the Employer.

Sec. 2. **DUTIES.** Under general direction he shall be responsible for: Issuing work orders and making job assignments; instructing and advising subordinate foremen; maintaining job discipline; exercising safety precautions and obtaining first aid supplies; filing necessary forms and immediately reporting all accidents and injuries to both the Union and the Employer; advising workers as to starting and stopping time; advising management and stewards as soon as possible as to anticipated jurisdictional problems.

Sec. 3. **WORKING REQUIREMENTS.** In all shops or on all jobs employing three or more employees, one shall be designated by the Employer as Foreman.

Sec. 4. **ROTATION.** Foremen shall be excluded from any rotation plan whenever employees are rotated. Foremen may be selected and employed by the Employer without regard to rotation.

ARTICLE V

EMPLOYMENT AND WORKING CONDITIONS

Sec. 1. WORKING CONDITIONS. The parties hereto agree to respectively continue an active campaign of education to maintain and increase the gains made in the electrical construction industry for the service of their members and the public, and will expand this activity wherever possible to keep their respective members abreast of the developments of the trade.

Sec. 2. EMPLOYMENT. Employees shall be hired in accordance with the procedures set forth in Article XII to this Agreement.

ARTICLE VI

UNION SECURITY

Sec. 1. The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of paragraph 2 of this Section, will be sufficient cause for the cancellation of this Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its local unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other local union to be performed at the site of the construction, alteration, painting, or repair of a building, structure, or other work, will be deemed a material breach of this Agreement.

All charges of violations of paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with

the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Sec. 2. SYMPATHY STRIKES. This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary, and when the Union or its proper representatives decide to do so. No such removal shall take place until notice is first given to the Employer involved, or to such Employer's duly authorized representative. There shall be no sympathetic strike due to jurisdictional disputes without the approval of the International Office of the Union.

Sec. 3. PROPERTY CARE. Where such a removal takes place, the Union or its representatives shall direct the workers on such jobs to carefully put away all tools, materials and equipment but only when a safe place is provided for these by the Employer.

Sec. 4. MAINTENANCE OF MEMBERSHIP. (A) All employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union during the term of this Agreement and all employees who become members of the Union shall, as a condition of employment, maintain their membership in the Union during the term of this Agreement from and after the thirty-first day following their employment or the effective date of this Agreement, whichever is later.

(B) It is the intent of the parties to this Agreement that the Union shall have the maximum Union security possible under the law. In the event that any change in the applicable law or a final interpretation by the National Labor Relations Board, or a court of competent authority takes place during the life of this Agreement, the parties shall meet within one (1) week after the Union has notified the Employer and revise Section 4 (A) to provide the maximum Union security permissible under the law.

Sec. 5. JOURNEYMAN CONTRACTING. No member, while he remains a member and subject to employment under this Agreement, shall himself become a contractor for the performance of electrical work.

Sec. 6. RIGHT OF ENTRY. Representatives of the Union shall be allowed access to any shop or job at any reasonable time when workers are employed under the terms of this Agreement.

Sec. 7. COMPLIANCE. It shall be the prerogative and duty of the Union to maintain complete compliance of all employing contractors within the terms of this Agreement.

Sec. 8. UNION DISCIPLINE. (A) The Union reserves the right to discipline its members for violation of its laws, rules and agreement

(B) Upon notification being served by the Union via certified registered mail that a member's dues and/or initiation fees are in arrears, the Employer shall, if so requested by the Union, discharge such member within 24 hours after receipt of such notification. The Union shall indemnify and hold an Employer harmless from all liability loss and expenses incurred by reason of having discharged any employee aforesaid.

Sec. 9. STEWARD'S DUTIES. (A) The Employer recognizes the right of the Union to select a steward on a work project or in a shop. The steward shall be permitted sufficient time while on the job site to perform those union duties which cannot be performed during non-working hours, which do not unduly interfere or hinder the progress of the work. Once selected, the employer shall be furnished with the name of the steward in writing from the Business Manager's office.

(B) Stewards appointed by the Business Manager will be given preference in tenure of employment on the job. The steward shall be subject to discharge for just cause to the same extent as other employees. If it is practical and possible, the steward shall be among the 1

five (5) employees on the project provided that the steward possesses the necessary skills to perform the work required.

(C) At no time shall the steward be discriminated against by any Employer for the performance of his Union duties.

(D) The Business Manager's office shall be notified whenever a member designated to act as steward is to be laid off or transferred.

(E) The duties of a steward shall be to see that the provisions of this Agreement are observed by both parties hereto.

(F) A steward shall not leave the job or shop for the purpose of conducting Union business without first having notified his foreman that he is to be absent.

(G) Nothing in this section shall be construed to abrogate the provisions of Article III, Section 5.

Sec. 10. STANDARDS. Workmen shall install all electrical work in a safe and workman-like manner and in accordance with applicable code and contract specifications.

Sec. 11. REGISTRATION OF TOOLS. Journeymen and apprentices shall register their tools with the Joint Labor-Management Committee on forms provided by the Employer in order to be covered by insurance for loss by fire or theft or to have such losses replaced by the employer. Such losses shall be promptly reported to the Employer.

Sec. 12. FAILURE TO REPORT. In the event an employee is unable or does not report for work, such employee is required to notify his Employer's office (permanent or job site) of that fact by noon of the second working day following such employee's last day on the job. In the absence of such notification it will be assumed that said employee has voluntarily quit.

ARTICLE VII

WAGES, HOURS, WORKING CONDITIONS

Sec. 1. (A) WAGE RATE. The journeyman wireman shall be paid a minimum hourly wage rate as follows: (See Article VIII, Sec. 1 (B) regarding deductions for VACATION FUND).

Effective June 17, 2001 \$31.50

Effective June 2, 2002 Increase the Journeyman wage rate by \$1.65

Effective June 1, 2003 Increase the Journeyman wage rate by \$1.68

During the term of this agreement, the union may allocate from the wage package any amount necessary, in order to maintain current benefit levels of any of the Fringe Benefit Funds defined in Article VIII.

(B) FOREMAN RATE. Foremen shall be paid a minimum of fifteen percent (15%) per hour above the journeyman wireman wage rate, and this minimum rate shall be rounded off to the nearest cent.

(C) APPRENTICE WAGE RATES (EFFECTIVE JUNE 4, 2000

Apprentice wage rates indentured after June 7, 1989, shall be based on the following percentage of the Journeyman hourly rate of this Agreement.

<u>Period</u>	<u>O.J.T. Hours</u>	<u>Percentage</u>	<u>Related Training</u>
1	0-1000	40%	Satisfactory Progress
2	1000-2000	45%	1st Year School Completed
3	2000-3500	50%	2nd Year School Completed
4	3500-5000	55%	3rd Year School Completed
5	5000-6500	65%	4th Year School Completed
6	6500-8000	75%	5th Year School completed

Unindentureds, as covered in Article XI of this Agreement, shall be paid at the rate of a first period indentured apprentice or 35% of the Journeyman's rate whichever is less.

Apprentices are not paid for time while attending school and for that reason, the apprentice wage rate schedule includes a percentage to cover school time.

NOTE: For all Unindentureds entering work after June 7, 1989, the only benefits to be paid upon are the National Electrical Benefit Fund, the Health and Welfare Plan and a contribution of Twenty-Five Cents (\$.25) per hour worked in the local Pension Plan.

(D) HAZARDOUS PAY. When employees are required to work on a suspended swinging scaffold, bosun chair or swinging crane inside or outside of buildings at elevations in excess of sixty (60) feet above the surface immediately below, they shall receive an additional fifteen percent (15%) above their respective wage scales. (Note: work performed from catwalks with guardrails on swinging cranes shall not qualify for hazardous pay).

When employees are required to work on stacks, radio, television and water towers at elevations in excess of sixty (60) feet above the surface immediately below, they shall receive an additional fifteen percent (15%) above their respective wage scales.

When employees are required to work under compressed air in tunnels or shafts below the ground level, they shall receive an additional fifteen percent (15%) above their respective wage scales. In the event employees are required to work in an area where injurious gases or fumes are present and when instructed to wear gas masks by their supervisor, they shall receive an additional fifteen percent (15%) above their respective wage scales while working in that area and being required to wear gas masks. When employees are required to work in "permit required" confined spaces and gas masks are required, they shall receive fifteen percent (15%) above their respective wage scale.

When employees perform the type of work described in this Section, they shall be paid the additional fifteen percent (15%) of their respective wage scales for a minimum of four (4) hours. This Section does not apply to the use of dust respirators.

Sec. 2. WORKING HOURS; WORK DAYS. (A) Eight (8) hours work between the hours of 7:00 A.M. and 4:30 P.M. with thirty (30) minutes for a lunch period shall constitute a workday. Forty (40) hours within five (5) days Monday through Friday inclusive shall constitute a workweek.

When a holiday falls on Saturday, the Friday prior to shall be considered as a regular workday. When a holiday falls on Sunday, the day following shall be observed as the holiday, then Tuesday shall be considered a regular workday. Otherwise, Monday through Friday, the day prior to and the day following regular holidays shall be considered as regular work days, unless work is prevented by conditions for which the employee or the Employer is not responsible. Any matters concerning a shortened workday resulting from unemployment shall be referred to the Joint Labor-Management Committee for handling and disposition.

(B) For all hours worked outside the regular established workday Monday through Friday, and on Saturday, the overtime rate shall be one and one-half times the established straight time rate.

(C) For all hours worked on Sunday and the following holiday New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the scheduled regular workday before Christmas Day, Christmas Day, the scheduled regular workday before New Year's Day, and days celebrated as such, the overtime rate shall be two times the established straight time rate.

(D) When work is being performed under the terms of the National Maintenance Agreement and any other craft employed on that work being performed is receiving double-time wages in lieu of time

and one-half, the electrical workers will be entitled to the double-time rate of pay during the period the aforementioned crafts are employed.

Sec. 3. OVERTIME ROTATION. When overtime is necessary on a job it shall be equally divided among the workers regularly employed on such job, insofar as practical. Employees not working on the job during the regular working hours shall not be placed on overtime work while any of the regular crew on said job are available for such work.

Sec. 4. EMERGENCY WORK AND PAY. When workers, covered by this agreement, are called by their Employer for emergency work, after being released from duty and after completion of their daily and/or weekly work schedule, they shall receive overtime pay at the appropriate overtime rate; in no case, except as hereinafter specified shall they receive less than two (2) hours pay at such rates. Time shall start when they are called and shall end at the time of their arrival home. The above provisions shall also apply to other workers employed for the emergency. Service calls are exempt from the provision to the extent that only a minimum of one hour's pay at the overtime rate need be paid for each service call.

Sec. 5. MINIMUM PAY. Employees sent home after reporting for work shall be paid two (2) hours time unless prevented from working by conditions for which they or the Employer are not responsible.

Sec. 6. SHIFT WORK. When so elected by the contractor, multiple shifts of at least five (5) day's duration may be worked. When two (2) or three (3) shifts are worked, the first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Employees on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hour's work.

The second shift (swing shift) shall be worked between the hours 4:30 P.M. and 12:30 A.M. Workers on the "swing shift" shall receive eight (8) hours pay and benefits at the regular hourly rate plus 10% of

the wage rate for seven and one-half (7-1/2) hour's work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workers on the "graveyard shift" shall receive eight (8) hours pay and benefits at the regular hourly rate plus 15% of the wage rate for seven (7) hour's work.

A job which has only a third shift, may commence the start of the shift at 12:30 AM Monday, and run through Friday morning.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

Sec. 7. BETWEEN WORK PERIODS. If, after working eight (8) or more hours continuously (including breaks), an employee resume work for the same employer with less than eight (8) hours between work periods, he/she shall be paid the appropriate overtime rate of pay for each hour less than eight (8). (i.e. If an employee returns to work with only six (6) hours between work periods, the first two (2) hour would be paid at the appropriate rate of overtime).

Sec. 8. SHIFT FLEXIBILITY. To allow an employer necessary flexibility on shift work, it is agreed that the starting time of each shift may be deviated from for a maximum of two (2) hours. Any requirements to deviate more than two (2) hours for starting a shift must be agreed to mutually between the two parent organizations.

Sec. 9. STARTING TIME, NEW EMPLOYEES. When new employees are hired, such employees' time shall start when said employee's report for work at the job or shop.

Sec. 10. LAYOFFS. (A) The Union Steward on the job or in the shop shall be furnished with a copy of the layoff list, where practical, and if not practical be notified by telephone of the layoff list at least four (4) hours before the time of layoff.

(B) Cable splicers, journeymen doing welding and other special operators may be temporarily transferred as agreed upon by their Union and the Employer.

Sec. 11. LAY-OFFS: PAYMENTS. (A) When workers are laid off, where possible, they shall be laid off thirty (30) minutes prior to the actual scheduled lay-off time and paid in full up to and including the actual lay-off time. In the event a lay-off is planned at the regular scheduled quitting time, and the checks do not arrive by quitting time, employees shall be dismissed, granted one (1) additional hour at their regular overtime wage rate and paid in accordance with the following provisions covering separation during weekends and after regular working hours. Workers separated (laid off or discharged) from employment on Saturdays, Sundays, Holidays and after quitting time Monday through Friday, shall be paid in full during the first regular office workday of the Employer immediately following the separation. In the event the employee does not choose to pick up his check from the Employer during the first regular working day following his separation, the Employer shall mail such checks to such employees by the end of his first regular office workday following separation. If the Employer fails to mail the checks during this first day, the postmark date shall govern. Each employee shall receive a twenty-five (\$25) dollar penalty payment per working day until such checks are mailed.

In the event an employer issues a check in accordance with these rules and it is later found that an error in the check exists, the employer shall have one (1) additional regular working day from the time of notification to correct the error. If the error is not corrected as stated, the Twenty Five-Dollar (\$25) penalty payment per working day shall apply until such correction is made.

(B) Any worker who terminates their employment with an Employer within a specific pay period shall be paid in full for that particular pay period with a check dated and mailed on the regular applicable pay day. If the Employer fails to mail the check on or before the applicable pay day, the postmark date shall govern, the employee shall receive a Twenty-five Dollar (\$25) penalty payment per working day until such check is mailed.

In the event an employer issues a check in accordance with these rules and it is later found that an error in the check exists, the employer shall have one (1) additional regular working day, from the time of notification, to correct the error. If the error is not corrected as stated, the Twenty Five-Dollar (\$25) penalty payment per working day shall apply until such correction is made.

Sec. 12. WAGE PAYMENT. Wages shall be due and payable in cash, payroll check drawn on a local bank, or certified check, on the job during working hours, for all work performed up to and including Saturday but not later than the third regular working day following such Saturday.

Payroll week for all fringes and benefits shall coincide with the contract workweek.

Sec. 13. (A) WAGE NON-PAYMENT. In the event the payroll checks do not arrive at the job-site by quitting time on payday, the employee shall be dismissed and granted one (1) additional hour at the appropriate overtime rate of pay. The employer shall have until the end of the next regular working day to deliver the check to the job-site. If the check is not delivered by the end of the next regular working day, a penalty of Twenty Five Dollars (\$25) per working day shall be applied until such payment is made.

(B) If an employee's paycheck is in error, the employer shall have until the end of the next regular working day, from the time of notification, to correct the error. If no correction is made, the employer

shall pay Twenty Five Dollars (\$25) per working day until the correction is made. If an employer is prevented from delivering payroll checks as previously stated, a verified computer failure or documented Act of God shall cause this penalty to be waived.

(C) Applicants shall not be referred to any Employer who is reported by the Trustees as delinquent with his payments to any of the Trust Funds set forth in Article VIII of this Agreement.

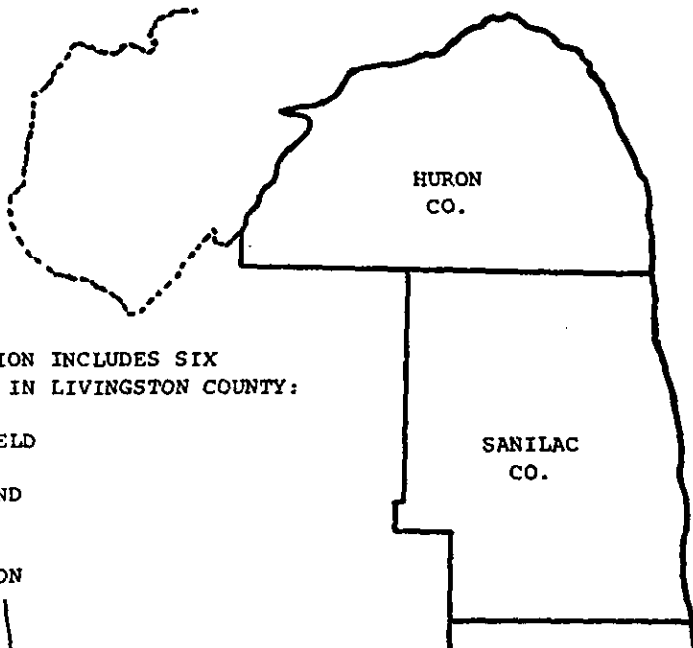
Sec. 14. CASH PAYMENT. In the event an Employer issues a pay check not covered by sufficient funds, the Joint Labor-Management Committee shall be notified immediately and such Employer may be required to make wage payments in cash. Such Employer shall remain on a cash basis for a period of time to be determined by the Joint Labor-Management Committee. Such Employer may be required to reimburse employees for actual expenses incurred in attempting to cash such checks subject to the approval of the Joint Labor-Management Committee.

Sec. 15. WAGE PAYMENT RECORD. All employers will furnish each employee with each wage payment, a record of total hours worked, gross monies earned, amount of Federal Tax withheld, amount of State Tax withheld, amount of City Tax withheld, any other deductible items and net amount paid to employee. These to be amounts covered by wage payment.

ARTICLE VIII

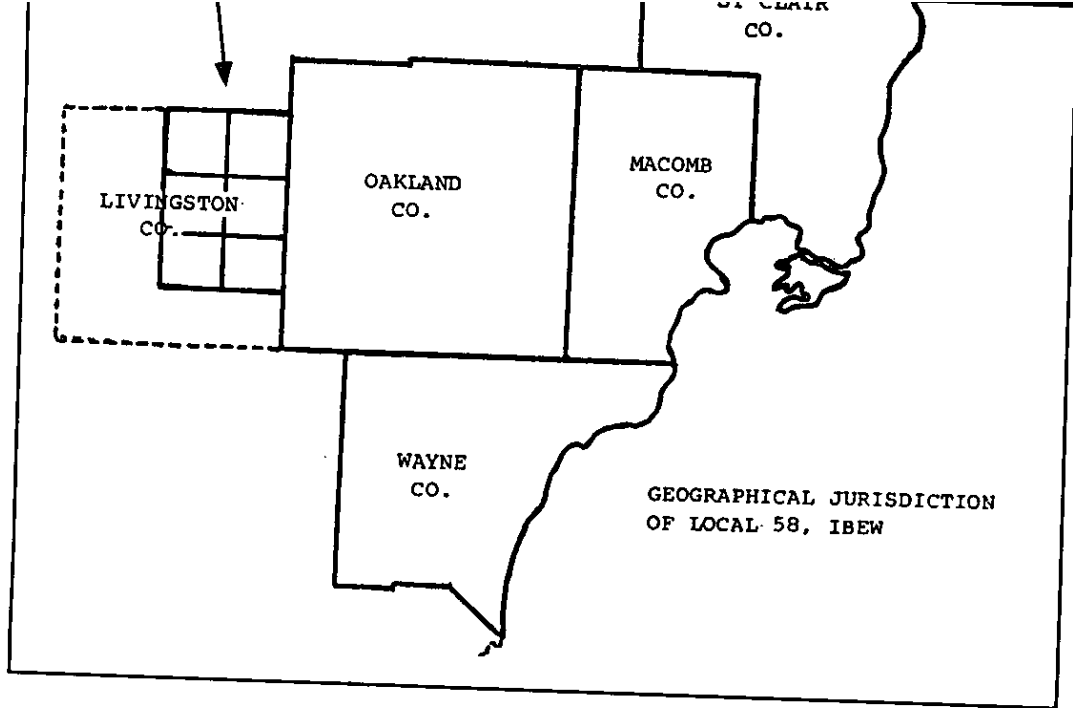
TRUST AGREEMENTS: FRINGE BENEFITS

Sec. 1. BENEFIT TRUSTS. The Employer hereby agrees to adopt and be bound by the trust agreements establishing the fringe benefit funds described in paragraph (A), (B), (C), (D), (E), (F), (G), (H), (I), (J), (K), here below, and Article XIII, Sections 1 through 4, together with any amendments thereto and such rules and regulations as the Trustees of such funds shall lawfully establish from time-to-time.



JURISDICTION INCLUDES SIX
TOWNSHIPS IN LIVINGSTON COUNTY:

DEERFIELD
TYRONE
HARTLAND
OCEOLA
GENOA
BRIGHTON



(A) **ELECTRICAL WORKERS' INSURANCE FUND.** The Employer's contribution is Four Dollars and ten cents (\$4.10) per hour for each hour worked by all employees covered under the terms of this Agreement.

Effective June 2nd, 2002, the Employer's contribution is four dollars and twenty cents (\$4.20) for each hour worked by all employees covered under the terms of this Agreement.

Effective June 1st, 2003, the Employer's contribution is four dollars and thirty cents (\$4.30) for each hour worked by all employees covered under the terms of this Agreement.

This contribution shall be made by check or draft for each regular payroll period and shall be mailed to reach the Electrical Workers' Joint Board of Trustees office not later than seven (7) calendar days from the date on which the weekly wages were paid.

(B) **VACATION FUND.** The Employer shall deduct from the gross weekly wages for each employee working under the terms of this Agreement nine percent (9%) of such employee's gross weekly wages and submit the total amount of the deductions to the Vacation Fund. This deduction shall be transmitted by check or draft for each regular payroll period and shall be mailed to reach the Electrical Workers' Joint Board of Trustees office not later than seven (7) calendar days from the date on which the weekly wages were paid. It is expressly understood that the Employer shall be responsible for the payment of all federal, state and local taxes in accordance with the appropriate laws.

All benefits shall be paid in accordance with the terms of the Trust Agreement governing this Fund.

(C) **SUPPLEMENTAL PENSION PLAN.** The Employer's contribution is Two Dollars and ninety-four Cents (\$2.94) per hour for each hour worked by all employees covered under the terms of this Agreement.

Effective June 2nd, 2002, the Employer's contribution rate shall be Three Dollars and fourteen cents (\$3.14) per hour for each hour worked.

Effective June 1st, 2003 the Employer's contribution rate shall be Three Dollars and thirty-four cents (\$3.34) per hour for each hour worked.

This contribution shall be made by draft or check for each regular payroll period and shall be mailed to reach the Electrical Workers' Joint Board of Trustees office not later than seven (7) calendar days from the date on which the weekly wages were paid.

(D) SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN. Effective December 4, 1985, the Employer's contribution is Forty Cents (\$.40) per payroll hour. In the event the parties to this agreement are notified by the Trustees of the Supplemental Unemployment Benefit Fund that the contribution should be increased or decreased to stay within the funding limitations as set forth in the Trust Agreement, the parties shall amend this Agreement to either increase or decrease the amount of the contribution and the amount of the increase or decrease in the contribution rate shall be subtracted from or added to the then current wage rates.

This contribution shall be made by check or draft for each regular payroll period and shall be mailed to reach the Electrical Workers' Joint Board of Trustees office not later than seven (7) calendar days from the date on which the weekly wages were paid.

(E) ELECTRICAL TRAINING TRUST FUND. All employers subject to the terms of this agreement shall contribute Thirty cents (\$.30) for each hour worked by Journeyman and Apprentices. This contribution shall be made by draft or check and shall be mailed to reach the Electrical Workers Joint Board of Trustees not later than seven (7) calendar days from the date on which the weekly wages were paid.

(F) ANNUITY FUND. The employer's contribution is two dollars and forty-four cents (\$2.44) per hour for each hour worked by all em-

ployees covered under the terms of this Agreement.

Effective, June 2, 2002, the employer's contribution rate shall be two dollars and fifty-four cents (\$2.54) per hour for each hour worked by all employees covered under the terms of this Agreement.

Effective, June 1, 2003, the employer's contribution rate shall be two dollars and sixty-four cents (\$2.64) per hour for each hour worked by all employees covered under the terms of this Agreement.

This contribution shall be made by draft or check for each regular payroll period and shall be mailed to reach the Electrical Workers' Joint Board of Trustees office not later than seven (7) calendar days from the date on which the weekly wages were paid.

Employees may utilize the Pre Tax Deferral option established by the Fund at the percentages and criteria established by the Board of Trustees.

(G) WORKING DUES CHECKOFF. It is mutually agreed that if the Union establishes a working dues assessment as a percentage of gross pay the Employer shall deduct the working dues for each employee who is a member and who has signed authorization in proper form for such deduction. The Employer shall forward the total amount deducted to the Union each week for the previous week. The Union shall provide the proper forms and inform the Employer of the amount of the assessment as provided for in the Local Union by-laws.

(H) LOCAL 58, IBEW-PAC. During the term of this Agreement and in accordance with the terms of the voluntary Local 58, IBEW - PAC deduction authorization card, the Employer agrees to deduct once each week from the wages of each employee covered by this Agreement, who signs a voluntary Local 58, IBEW - PAC deduction authorization card, the sum of two cents (\$.02) for each hour paid during the week. The employer shall forward the total amount deducted to the Union each week for the previous week. The Union shall provide the

proper forms and inform the Employer of the amount of the assessment as provided for on the authorization card.

(I) NECA-IBEW LOCAL LABOR-MANAGEMENT COOPERATION FUND

The parties agree to participate in the Labor Management Cooperation Committee, or its successor, which is established under the authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 USC S175(a) and S302(c)(9) of the Taft Hartley Act, 29 USC S186(c)(9). The purposes of this fund include the following:

- a. To improve communication between representatives of labor and management;
- b. To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- c. To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- d. To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the construction industry;
- e. To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- f. To encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- g. To engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupation safety and health, labor relations, and new methods of improved production;
- h. To engage in public education and other programs to expand the economic development of the electrical construction industry;
- i. To enhance the involvement of workers in making decisions that affect their working lives; and
- j. To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

The Fund shall function with, and as provided in, its agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Each Employer shall contribute six (6) cents per hour worked under this Agreement.

This contribution shall be made by draft or check for each regular payroll period and shall be mailed to reach the Electrical Workers' Joint Board of Trustees office not later than seven (7) calendar days from the date on which the weekly wages were paid.

Either party may terminate this fund, provided they notify the other party a minimum of ninety (90) days in advance. If this occurs, the Employer portion will be removed from the wage/benefit package and the Union portion will be added to the wage rate.

(J) SINGLE CHECK. For all contributions, deductions or any form of payments collected on a weekly basis under this agreement, employers shall make payment with a single check in a form and manner prescribed by the Electrical Workers Insurance Fund Receiving Trust (E.W.I.F.R.T.). The Receiving Trust shall then forward to each of the funds or parties subject to this provision an accurate accounting of any monies collected in a timely manner.

(K) NATIONAL ELECTRICAL BENEFIT FUND. It is agreed that in accord with the National Employees Benefit Agreement entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, that unless authorized otherwise by the National Employees Benefit Board, the individual Employer will forward monthly to the designated Local Secretary-Treasurer an amount equal to 3% of his gross monthly labor payroll which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribe

by the National Board. The payment shall be made by check or draft and shall constitute a debt due and owing to the National Board on the last day of each calendar month, which may be recovered by suit initiated by the National Board or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate Local Secretary-Treasurer not later than fifteen (15) calendar days following the end of each calendar month.

Individual Employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the Local Secretary-Treasurer.

The failure of an individual Employer to comply with the applicable provisions of the National Employees Benefit Agreement shall also constitute a breach of this labor agreement.

Sec. 2. TRUST CONTRIBUTIONS. Individual Employers who fail to remit regularly to any of said Trust Funds shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing served by the Union, provided that the individual Employer fails to show satisfactory proof that delinquent payments have been paid to said Trusts. If during the seventy-two (72) hour period the Employer pays all monies due said Trust Funds, the Employer shall then be on probation for six months. If during such period of probation the Employer becomes delinquent with his payments to any of the said Trust Funds the Union may terminate the Agreement immediately upon the serving of written notice of termination on the Employer.

Sec. 3. Any employer failing to make full payment of the funds set forth in paragraphs A, B, C, D, E, F, G, H, I, J, and K, of Sec. 1 above and Article XIII, Sections 1 through 4 within ten (10) calendar days of the date on which the contributions became due in accordance with this Agreement shall, in addition to the aforesaid contributions, pay an additional amount of four percent (4%) of the amount due in

liquidated damages plus an additional 1-1/2% of the amount due for every month beyond the ten (10) day period, plus all reasonable legal fees and court costs incurred by the Trustees in enforcing the payment thereof.

Sec. 4. After termination of employment an employee may request a report listing the amount of his gross earnings, total hours worked, net earnings, Federal Tax withheld, State Tax withheld, City Tax withheld, FICA withheld, amount and/or percentage paid into the National Electrical Benefit Fund, Electrical Workers' Insurance Fund, Electrical Workers' Joint Board of Trustees Holiday and Vacation Fund, Electrical Workers Pension Fund, the Supplemental Unemployment Benefit Fund and the Apprentice and Journeyman Training Trust Fund. Employers will furnish a employee report within two (2) weeks of request

Sec. 5. COMPLIANCE AND INSPECTION. The parties hereto agree that the Trustees under each of the above Trust Funds shall have power to: (A) Require any Employer to furnish to the Trustees such relevant information and reports as the Trustees may reasonably require under the respective Trusts.

(B) Enter upon or cause an authorized agent to enter upon the premises of any Employer at reasonable times during business hours to examine and copy such of the relevant books, records, papers and reports of the Employer as may be necessary to determine the hours of work performed by employees and the work site of same, and to determine whether the Employer is making full payment to the Trustees of the amounts owed by him to the respective Trust Funds.

Sec. 6. (A) All Employers who are now or may during the period of this Collective Bargaining Agreement become parties to, bound by or participate in any one or more of the Employee Benefit Funds established by the parties hereto shall within ten (10) days of becoming parties to, bound by or participants in any such Funds, deliver to the Trustees of the Electrical Workers' Insurance Fund, the receiving Trust, surety bond, bonds, letter of credit, or cash in an amount or amounts as set forth in the schedule below. The bond or bonds shall be by an insur

ance or surety company or companies authorized to do business in the State of Michigan.

The bond or bonds shall be conditioned so that in the event the Employer fails to make the contribution due by it to any one or more of said Funds when the same are due and payable without further notice or demand, the surety or corporate obligator shall be required to make payment to the Trustees of such Fund or Funds in the amount then due and payable including not only the amount of the contribution as determined by the terms of this Agreement but also any reasonable interest, late charge or other charge levied and assessed by such Trustees

BONDING SCHEDULE

Step	Number of Employees	Bond Required Effective 6/17/01
1	Up to 3 (Including self if working with tools of the trade)	\$10,000
2	4 to 5 (Including self if working with tools of the trade)	\$30,000
3	6 to 10	\$55,000
4	11 to 20	\$100,000
5	21 to 35	\$180,000
6	36 to 50	\$275,000
7	51 to 75	\$405,000
8	Over 75	\$565,000 +(See Note)

(NOTE: Plus an amount to cover all employees in excess of one-hundred (100) applying steps 1 to 7 of this schedule as often as necessary.

(B) When the number of employees of an Employer increases for a period of ten (10) successive payroll weeks beyond the number of employees covered in accordance with the foregoing schedule, the Employer shall increase the amount of the surety bond in accordance with the foregoing schedule, within fifteen (15) days of the end of the ten (10) week period.

ARTICLE IX

TRAVEL

Sec. 1. No travel time or travel allowance, except as set forth in Section 2 of this Article IX, shall be paid for traveling to and from jobs within the jurisdiction of the Local Union. However, if the jurisdiction of this Local Union is extended for a temporary period of time over a specific project located outside of the normal jurisdiction of this Local Union, the matter of travel compensation shall be referred to the Joint Labor Management Committee.

Sec. 2. TRANSFER MILEAGE. Employees who are transferred from one job to another during working hours are to be paid thirty cents (\$.30) per mile for the use of their cars, with a minimum of Three Dollars (\$3.00) per day when using said cars.

Sec. 3. TRANSPORTING MATERIALS. No employee shall use his own car for the purpose of transporting the Employer's materials or shop tools.

Sec. 4. TRANSPORTING MATERIALS: PAY. Employees driving an Employer's vehicle for the purpose of picking up material shall not be required to be at the Employer's shop before the regular starting time unless paid for such time at the regular overtime rate as provided in this Agreement.

ARTICLE X

SAFETY AND JOB CONDITIONS

Sec. 1. WORK STANDARDS. The Union agrees that it will not limit the amount of work that may be performed in a stated time by an employee nor shall the Employer designate an amount of work for an employee, which must be performed within a stated time.

Sec. 2. COVERED PROJECTS. The installation, maintenance, connecting, shifting and repairing of all wiring for temporary lighting and power and the maintenance of pumps, fans, blowers and other electrical equipment in new buildings in the course of construction, old buildings undergoing alterations, subways, tunnels and bridges under construction shall be performed by workers employed under the terms of this Agreement.

Sec. 3. SCOPE OF WORK. Welding, burning, brazing, bending, drilling, punching and shaping, chasing, channeling and cutting, drilling and punching of holes for the installation of electrical materials, equipment and apparatus, the handling and moving of any electrical materials, equipment and apparatus shall be performed by workers employed under the terms of this Agreement.

Sec. 4. FABRICATION. There shall be no objection to the Employer having any part of his work done in his shop or elsewhere in accordance with the terms of this Agreement, subject to approval of the Union Steward. All nipples, racks, braces and supports, except standard catalogue items, shall be made on the job wherever practical.

Sec. 5. On all energized circuits or equipment carrying 440 volts or more, as a safety measure, two (2) or more journeymen must work together except that in order for apprentices to gain knowledge and experience, apprentices shall be allowed to work with and under the supervision of a journeyman on such circuits, beginning with their fifth period.

Sec. 6. SAFETY. Both Employers and employees shall endeavor at all times to exercise all due safety precautions in order to protect lives, health and property.

Sec. 7. (A) SANITARY FACILITIES. When the Employer is contractually responsible for sanitary facilities, he shall provide such facilities when needed and practical. When the Employer is not contractually responsible to provide such facilities, he shall do all within

his power to see that the person responsible does provide such facilities.

(B) When only portable sanitary facilities are available, the employers shall provide disinfectant/anti-bacterial hand soap.

(C) Where and when practical, employers shall provide a place to change clothes.

Sec. 8. Southeastern Michigan Chapter, NECA and Local Union #58, IBEW recognize a neat and clean appearance is important to reflect a positive image of NECA-IBEW to our customers. Clothing, hairstyle, and jewelry should be appropriate for the work environment.

For safety reasons, articles of jewelry and clothing such as watch bands, bracelets, rings, key chains, necklaces, earrings, or cloth with conductive thread shall not be worn if there is a possibility of contacting exposed energized parts. Hair (including facial) shall be protected from moving machinery or operating equipment.

Sec. 9. Federal OSHA and Michigan MI-OSHA will be the governing safety rules for all construction projects.

ARTICLE XI APPRENTICESHIP AND TRAINING

Sec. 1. There shall be a Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall serve as trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with

national guideline standards and policies. All apprenticeship standards shall be registered with the NJATC and thereafter submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.).

Sec. 2. All JATC member appointments, reappointments, and acceptance of appointments shall be in writing. Each member shall be appointed for a 3 year term, unless being appointed for a lesser period of time to complete an expired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for trust meetings.

The JATC should meet on a monthly basis and also upon the call of the Chairman.

Sec. 3. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and review; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article 1 of this Agreement; except for cost fund matters, which shall be resolved as stipulated in the local trust instrument.

Sec. 4. There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint committees to meet specific needs, such as residential or telecom-

munications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing by the party they represent. A subcommittee member may or may not be a member of the JATC.

Sec. 5. The JATC may select and employ a part-time or a full-time Training Director and other support staff as it deems necessary. In considering the qualifications, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Sec. 6. To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another.

The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Sec. 7. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from appre

ticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Sec. 8. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture a total number of apprentices not to exceed a ratio of one (1) apprentice to three (3) Journeyman Wiremen normally employed under a collective bargaining agreement. The JATC shall indenture a larger number of apprentices provided the individuals are entering the program as the result of direct entry through organizing; as provided for in the registered apprenticeship standards.

Sec. 9. Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make reasonable efforts to honor the request. If the JATC is unable to fill the request within ten (10) working days, and if the JATC has fewer indentured apprentices than permitted by its allowable ratio, they shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Sec. 10. To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer – agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured ap-

prentices, and that they are not to work on wage-and-hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

Sec. 11. The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) or behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Sec. 12. Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen or fraction thereof as illustrated below.

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
Etc.	Etc.

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be single, separate job site.

Sec. 13. An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in-sight-of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman. An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Sec. 14. Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the JATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeyman to work in the jurisdiction covered by this agreement.

Sec. 15. The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Sec. 16. All employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is: (\$.30) cents per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE XII

REFERRAL PROCEDURES

In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of employees in their employment status within the area and of eliminating discrimination because of membership or non-membership in the Union, and because of race, color, creed, sex, religion or national origin, the parties hereto agree to the following system of referral of applicants for employment.

(1) The Union shall be the sole and exclusive source of referral applicants for employment.

(2) The Employer shall have the right to reject any applicant for employment.

(3) The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accordance with the following procedure.

(4) The Union shall maintain a register of applicants for employment.

ment established on the basis of the groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

GROUP I.

All applicants for employment who have four or more years' experience in the trade: are residents of the geographical area constituting the normal construction labor market: have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee: and who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

GROUP II.

All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman's examination given by a duly constituted Inside Local Union of the I.B.E.W. or has been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III.

All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed for at least six months in the last three years in the trade under a Collective Bargaining Agreement between the parties to this Agreement.

GROUP IV.

All applicants for employment who have worked at the trade for more than one year.

If the registration list is exhausted and the Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holi-

days excepted, the Employer shall be free to secure applicants without using the referral procedure, but such applicants, if hired, shall have the status of "temporary employees." The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such temporary employees, and shall replace such temporary employees as soon as registered applicants for employment are available under the referral procedure.

DEFINITIONS

"Normal construction labor market" is defined to mean the following geographical area: In the State of Michigan the following counties: Wayne, Oakland, Macomb, Huron, Sanilac and St. Clair. The following townships located in Livingston County: Deerfield, Tyron Hartland, Genoa, Oceola and Brighton.

The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which this Agreement applies, plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured.

"Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

"Examinations" shall include experience rating tests if such examination shall have been given prior to the date of this procedure and from and after the date of this procedure shall include only written and/or practical examinations given by this Local Union, or any other duly constituted Local Union of the IBEW. Reasonable intervals of time between examinations are specified as one month. An applicant shall be eligible for examination if he has four years' experience at the trade.

(5) The Union shall maintain an "Out of Work List" which shall list the applicants within each group in chronological order of the dates they register their availability for employment.

(6) An applicant who has been registered on the "Out of Work List" must renew his application every thirty (30) days or his name will be removed from the "List."

(7) An applicant who is hired and who receives through no fault of his own, work of forty (40) hours or less, shall upon re-registration, be restored to his appropriate place within his group.

(8) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their places in the "OUT of Work List" and then referring applicants in the same manner successively from the "Out of work list" in GROUP II, then GROUP III and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within the GROUP.

When an applicant is referred to an Employer, the Employer or his representatives shall be furnished with a copy of the referral slip. This referral slip shall indicate, in addition to the usual information, the applicant's group classification.

The only exceptions, which shall be allowed in this order of referral, are as follows:

(a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

(b) If the age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority groups, if any, shall first be exhausted before such over age reference can be made.

(9) An Appeals Committee is hereby established, composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

It shall be the function of the Appeals Committee to consider an complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 3 to 11. of this Article. The Appeals Committee shall have the power to make a final and binding decision of any such complaint, which shall be complied with by the Local Union. The Appeals Committee is authorized to issue Procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Article and its decisions shall be in accord with this Article.

(10) A copy of the referral procedure set forth in this Article shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

(11) Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

(12) A representative of the Chapter designated to the Union in writing, shall be permitted to inspect the Referral Procedure records any time during normal business hours.

(13) When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

(a) Temporary employees, if any are employed, shall be laid off first. Then employees in GROUP IV shall be laid off next, if any are employed in this GROUP. Next to be laid off are employees in GROUP III, if any are employed in this GROUP, then those in GROUP I, and then those in GROUP I.

(b) Paragraph (a) will not apply as long as the special skill requirement as provided for in Paragraph 8 (a) of referral definitions is required.

(c) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate GROUP in Paragraph (a) above.

ARTICLE XIII FUNDS

Sec. 1 NECA-IBEW National Labor-Management Cooperation Fund. The parties agree to participate in the Labor Management Cooperation Committee, or its successor, which is established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 USC S175(a) and S302(c)(9) of the Taft Hartley Act, 29 USC S186(c)(9). The purposes of this fund include the following:

(a) To improve communication between representatives of labor and management;

(b) To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;

(c) To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;

(d) To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the construction industry;

(e) To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;

(f) To encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees

(g) To engage in research and development programs concerning various aspects of the industry, including, but not limited to new technologies, occupation safety and health, labor relations, and new methods of improved production;

(h) To engage in public education and other programs to expand the economic development of the electrical construction industry

(i) To enhance the involvement of workers in making decisions that affect their working lives; and

(j) To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Sec. 2. The Fund shall function with, and as provided in, its agreement and Declaration of Trust and any amendments thereto and a copy of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, provided in said Agreement and Declaration of Trust.

Sec. 3. Each Employer shall contribute one (1) cent per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. T

southeastern Michigan Chapter, NECA, or its designee, shall be the collection agent for this fund.

Sec. 4. NATIONAL ELECTRICAL INDUSTRY FUND. Effective September 22, 1982, each individual Employer shall contribute an amount not to exceed one per cent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

(a) Twenty-five per cent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man-hours.

(b) One Hundred per cent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

(Productive electrical labor payroll is defined as the total wages including overtime] paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor contract where the business is transacted).

(c) Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Sec. 1. PUBLICATION. The Collective Bargaining Agreement and all amendments, must be reproduced and made available to all interested parties within sixty (60) days after completion of negotiation. The Joint Labor-Management Committee or such representatives

as they may designate shall be responsible for same.

Sec. 2. PRIOR AGREEMENTS. This labor Agreement super sedes and cancels all previous Agreements between the parties covering the same type of work.

Sec. 3. HOLD HARMLESS. The Union shall hold the Employers harmless for any liability arising out of the improper administration by the Union of its referral procedures.

Sec. 4. SCOPE OF AGREEMENT. This Collective Bargaining Agreement constitutes the entire contractual relationship in existence between the parties to this Agreement and any attempt to impose rule regulations, policies and procedures contrary to or in addition to the provisions contained within this Agreement, by either party, shall be considered a violation of the Agreement and said violation shall be settled in accordance with the grievance procedures set forth in the Agreement.

Sec. 5. SEPARABILITY CLAUSE. Should any provision of this Agreement be declared illegal by any court of competent jurisdiction such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

ARTICLE XV

SELECTION OF FOREMAN

Sec. 1. If an Employer desires to use an individual on the Out-of-Work List as a foreman, the Employer shall make such request in writing to the Business Manager's office indicating the job or jobs the individual is to supervise. The Employer shall include in the request a list of all foremen employed under the procedure set forth in this Article together with the job or jobs such foremen are currently supervising.

Sec. 2. The Business Manager's office shall then notify the individual that he/she has been requested to work as a foreman and in the event the individual takes the job, his/her name shall be removed from the Out-of-Work List.

Sec. 3. Any individual so employed as a foreman must, in fact, perform the appropriate foreman's duties as spelled out in Article IV, Section 2 of the Agreement and be paid foreman's pay. This does not, however, preclude such foreman from working with the tools in accordance with the limitations set forth in Article IV, Section 3 of the Agreement.

Sec. 4. When the foreman is no longer needed in a supervisory capacity, the employer at his option may reduce the foreman to journeyman status within the shop provided the foreman has been employed for six (6) months or more. Employers shall be allowed to implement this provision no more than three (3) times in any twelve (12) month period.

Sec. 5. Any violation of this Section or dispute arising hereunder shall be handled in accordance with the Grievance and Disputes procedure set forth in Article I, Section 4 of this Agreement.

FLEXIBLE BENEFIT PLAN

The parties hereby agree to investigate a "flexible" benefit plan in a form and manner acceptable to both sides. The Benefit Office shall be assigned the task of researching and developing a plan of action toward that end. Any such plan developed shall be subject to approval by the trustees of all affected trust funds.

IN WITNESS WHEREOF, The parties have executed this Agreement
this 17th day of June, 2001.

FOR THE EMPLOYER:

SOUTHEASTERN MICHIGAN CHAPTER, NECA, INCORPORATED

_____/s/ Daniel T. Tripp

_____/s/ Walter Crosby

_____/s/ David Kurtz

FOR THE UNION:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

_____/s/ Jeffery Radjewski

_____/s/ Joseph Abdoo

_____/s/ Richard H. Connelly

Subject to the approval of the International President of the Inter
national Brotherhood of Electrical Workers.

Approved _____

MEMORANDA OF UNDERSTANDING

Apprenticeship and Training

This Memorandum of Understanding is made this first day of June, 1995 by and between the Southeastern Michigan Chapter, NECA, Inc. and IBEW Local Union #58.

When requests for unindentureds cannot be filled within 48 hours, the employer may hire from any source (same wording as second paragraph of Article XII, Referral Procedure, Group IV.) Which reads: If the registration list is exhausted and the Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturday, Sundays and holidays excepted, the employer shall be free to secure applicants without using the apprentice unindentured procedure, but such applicants, if hired, shall have the status of "temporary employees." The Employer shall notify the Business Manager and Administrator of the Apprentice School promptly of the same and replace such temporary employees as soon as an apprentice or registered unindentured is available for employment from the Apprentice School.

Electrical Maintenance Work

This Memorandum of Understanding is made this first day of June, 1995 by and between the Southeastern Michigan Chapter, NECA, Inc. and IBEW Local Union #58.

In the interests of maintaining harmonious labor relations and promoting the mutual benefit of the Electrical Workers represented by IBEW Local Union #58 and the employers who perform Electrical Contracting services within Southeastern Michigan the parties to this Memorandum hereby commit themselves to the establishment of a Collective Bargaining Agreement that covers "Electrical Maintenance Work" as that term is commonly understood in the Industry.

Both parties pledge their "good faith efforts" toward successfully negotiating to terms on such an agreement and will use all means at their disposal toward that end.